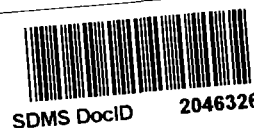


United States Environmental Protection Agency

Region III



In the Matter of:

Metro Container Corporation Site

BP Oil Inc., Arco Chemical Co.,
Mobil Oil Corp., Sun Refining and
Marketing Co., and E.I. du Pont de
Nemours & Co.,

Respondents

Docket No: III-89-11-DC

Proceeding under Sections 106(a) and 122)
of the Comprehensive Environmental)
Response, Compensation, and Liability Act)
of 1980 (42 U.S.C. Sections 9606(a) and)
9622, as amended by the Superfund Amend-)
ments and Reauthorization Act of 1986,)
Pub. L. No. 99-49, 100 Stat. 1613 (1986))

6/16/89

7-21
822

ADMINISTRATIVE ORDER ON CONSENT

The following Administrative Order on Consent ("Consent Order" or "Order") by and between the United States Environmental Protection Agency ("EPA") and Arco Chemical Company, BP Oil Inc., Mobil Corp., Sun Refining and Marketing Co., and E.I. du Pont de Nemours & Co. ("Respondents") is issued pursuant to the authority vested in the President of the United States of America by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9606(a) and 9622, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Pub. L. No. 99-499, 100 Stat. 1613 (1986), and delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 19 (1987), and further delegated to the Regional Administrators of EPA. This Order pertains to a property more particularly described below, located in Trainer, Delaware County, Pennsylvania.

The actions taken pursuant to this Order shall be consistent with the National Oil and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. 300.65. Notice of the issuance of this Order has been given to the Commonwealth of Pennsylvania pursuant to Section 106(a) of CERCLA, 42 U.S.C. 9606(a).

I. STATEMENT OF PURPOSE

○ In entering into this Consent Order, the mutual objectives of EPA and Respondents are to conduct a removal action, as defined in Section 101(23) of CERCLA, 42 U.S.C. 9601(23), to abate, mitigate, and/or eliminate the release or threat of release of hazardous substances at the Metro Container Corporation Site ("Site").

The specific purposes of this Order are to control access to the Site, perform the removal tasks described in the attached Scope of Work, and prevent further surface migration of hazardous substances into Stoney Creek. All parties anticipate that removal activities beyond the scope of this Order may be necessary and may be the subject of future negotiations.

II. FINDINGS OF FACT

EPA has determined that:

1. The Metro Container Corporation ("Metro") Site, shown in Appendix 1, is located at West Second Street and Price Road in Trainer, Delaware County, Pennsylvania. Metro Container Corporation is a Delaware corporation doing business in the Commonwealth of Pennsylvania.
2. The Site, located in an industrial area, is bounded by an oil refinery to the west and a scrap yard to the east with railroad lines and the Delaware River to the south and residences to the north. Stoney Creek, a tributary to the Delaware River, borders the western edge of the Site.
3. The Site has been used for approximately 20 years as

a recycling and reclaiming facility for used drums. Metro became the owner and operator of the Site on February 11, 1983.

4. During the course of operations, sludge was generated and accumulated at the Site in a concrete basin and in numerous used 55-gallon drums. Analysis of the sludge by EPA has revealed elevated levels of various metals and organic compounds.

5. On December 7, 1987, Metro filed for bankruptcy under Chapter 11 of the Bankruptcy Code. The company ceased operations at the Site on December 11, 1987.

6. EPA employees and contractors conducted an inspection of the Site on December 11, 1987. The inspection revealed an open cement lagoon containing waste sludge, numerous 55-gallon drums of waste sludge, and approximately 60,000 unreclaimed drums. The lagoon was filled beyond design capacity and was on the verge of overtopping its banks. Visual evidence was present that the lagoon had, in the past, overtopped its banks. Many of the drums containing sludge were in poor condition, uncovered, and appeared partially filled with rainwater. Sludge was also present on the ground in the vicinity of the sludge storage drums.

7. Samples were taken during the December 11, 1987, inspection. The sample locations are shown on the map in Appendix 1 which is attached hereto and made a part hereof. The results of the sampling are shown in the tables in Appendix 2 which are attached hereto and made a part hereof.

8. The substances listed in Appendix 2 are hazardous substances

as defined by Section 101(14) of CERCLA, 42 U.S.C. 9601(14).

9. The toxicological effects of the hazardous substances listed in Appendix 2 are presented in Appendix 3, attached hereto and made a part hereof.

10. Approximately 500 people live within a quarter mile of the Site. Potential routes of exposure to the hazardous substances identified in Appendix 2 include dermal contact, ingestion, or inhalation.

11. The Respondents are all corporations doing business in the Commonwealth of Pennsylvania who have each arranged for the disposal at the Site of residues of hazardous substances which, according to Metro, were contained in "RCRA empty" drums (40 C.F.R. Section 261.7).

III. CONCLUSIONS OF LAW

12. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. 9601(9).

13. Each Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42 U.S.C. 9601(21).

14. Hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. 9601(14), have been disposed of at the Site and are currently present there.

15. The past, present, and/or potential migration of hazardous substances at and/or from the Site constitutes an actual and/or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. 9601(22).

16. Respondents and others are liable as responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. 9607(a).

IV. DETERMINATIONS

17. Based upon the Findings of Fact and Conclusions of Law, the EPA Regional Administrator for Region III has determined that there may be an imminent and substantial endangerment to the public health, welfare, or the environment as a result of the release or threat of release of hazardous substances at and/or from the Site.

18. The Regional Administrator has determined that the actions set forth below are necessary to protect public health and welfare and the environment.

V. PARTIES BOUND

19. This Consent Order shall apply to and be binding upon EPA and Respondents and their agents, successors, and assigns and upon all persons, contractors and consultants acting under or for the Respondents, or any combination thereof.

20. The undersigned representative of each Respondent certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Consent Order, to execute this Consent Order, and to bind legally such party to this Consent Order.

21. No change in ownership or corporate or partnership status relating to any Respondent will in any way alter the status of the Respondents or their responsibilities under this Consent Order.

22. The Respondents shall provide a copy of this Consent Order to all contractors, sub-contractors, laboratories, and

consultants retained to conduct any portion of the work performed pursuant to this Consent Order and shall condition such contracts upon compliance with the requirements of this Consent Order. Respondents shall provide appropriate oversight to ensure such compliance.

23. In the event of the refusal or inability to comply with all the terms and conditions of this Consent Order, or insolvency of any one or more of the Respondents, whether or not such Respondent(s) enters into formal bankruptcy proceedings, or if for any other reason one or more of the Respondents do not comply with any term or condition of this Consent Order, the remaining Respondents shall be obligated to the United States to complete full implementation of any and all remaining terms and conditions of this Order.

VI. WORK TO BE PERFORMED

24. "Days" as used in this Order shall mean calendar days unless otherwise specified.

25. Within seven (7) days of the effective date of this Order, Respondents shall retain a qualified contractor or identify qualified employees who will develop the Work Plan described below in paragraph 26 and notify EPA in writing regarding the identity and qualifications of the person or persons who will be primarily responsible for developing the Work Plan.

Within seven (7) days of receipt of EPA approval of the Work Plan, Respondents shall retain a qualified contractor who will implement the Work Plan and notify EPA in writing

regarding the identity and qualifications of the person or persons who will be primarily responsible for carrying out the terms of the Work Plan.

EPA may disapprove the use of any supervisory personnel, contractor and/or subcontractor if EPA believes they are not qualified to develop the Work Plan or perform the response work. In the event of a disapproval, Respondents shall notify EPA in writing within seven (7) days of receipt of EPA's notice of disapproval of the person, contractor or subcontractor who will replace the one(s) whom EPA disapproved. EPA may not unreasonably disapprove Respondents' supervisory personnel, contractors and/or subcontractors.

Respondents reserve the right to replace any supervisory personnel, contractor or subcontractor subject to EPA's right to disapprove any replacement as provided above.

26. Within twenty-one (21) days of the effective date of this Order, Respondents shall submit to EPA a Work Plan which:

a. provides for the completion of all tasks described in the Scope of Work attached hereto and made a part hereof as Appendix 4;

b. contains a site safety program which is sufficient to minimize the potential for exposure of personnel and the public to hazardous substances during performance of the work specified therein;

c. contains a schedule for the implementation of all tasks specified in the Work Plan. This schedule shall not exceed 180 days after approval of the Work Plan for the

achievement of all tasks specified in the Work Plan except for analysis of the post-removal samples, revegetation and submission of the final report.

d. provides for EPA to receive notice at least 72 hours prior to the commencement of any tasks identified in the Work Plan.

27. EPA shall review the Work Plan submitted pursuant to paragraph 26. If EPA approves the Work Plan, Respondents shall begin implementation of the Work Plan in accordance with the requirements and schedules therein within 5 days of receipt of notification by EPA of its approval of the contractor who will implement the Work Plan. If EPA disapproves or conditionally approves the Work Plan, EPA will specify the deficiencies or conditions in writing. Respondents shall, within 7 days following receipt of a conditional approval, modify the Work Plan to satisfy the conditions and begin implementing the Work Plan as modified. Respondents shall, within 7 days following receipt of a disapproval, modify the Work Plan to remedy the specified deficiencies and resubmit the Plan to EPA. In the event of disapproval of the revised Work Plan, EPA retains the right to submit its own plan to the Respondents and to require the Respondents to perform the tasks set forth therein, or to perform the work itself and to seek to recover costs from the Respondents for such work pursuant to Section 107 of CERCLA, 42 U.S.C. 9607.

28. Respondents shall submit progress reports to EPA on a regular schedule which shall be specified in the Work Plan.

The progress reports shall, at a minimum, provide the dates that each task was initiated and completed, as well as all information developed and sample results obtained. Respondents shall provide any available information related to the Site cleanup specifically requested by EPA within 3 business days of receipt of the request. Within 45 days after completing the work required by this Order, the Respondents shall submit to EPA a final report detailing activities completed and data gathered.

29. Respondents and EPA or their designees shall arrange a final inspection of the Site following completion of the tasks described in the Work Plan to verify compliance with the requirements of this Order. EPA shall subsequently notify the Respondents of its determination of satisfactory compliance with the terms of the Order, or in the event that EPA determines that compliance is not satisfactory, EPA shall specify the deficiencies and the actions required to correct such deficiencies. The Respondents will undertake the actions required to correct such deficiencies within fourteen (14) days of receipt of EPA's notice of disapproval.

30. Respondents shall comply with all applicable Federal, State, and local statutes, regulations, and ordinances when carrying out activities required pursuant to this Order.

31. All work must be performed in accordance with the Occupational Safety and Health Administration's rules and regulations governing hazardous waste operations, 29 C.F.R. Part 1910.

VII. DESIGNATED PROJECT OFFICERS

32. On or before the effective date of this Consent Order, EPA and Respondents shall each designate a Project Officer ("PO"). Each PO shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communications between the Respondents and EPA and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order, shall be directed through the Project Officers. EPA and the Respondents each have the right to change their respective PO. Such a change shall be accomplished by notifying the other party in writing at least five (5) days prior to the change. The EPA PO's authority shall include the authority to halt, modify, conduct, or direct any tasks required by this Consent Order or portions thereof or to take any response actions when conditions present an immediate risk to public health or welfare or the environment as described in 40 C.F.R. 300.65. The PO's actions shall, at all times, be controlled by the guidance and authority of the National Contingency Plan, 40 C.F.R. Part 300. The PO for EPA shall be:

Karen M. Wolper, Chief
CERCLA Removal Enforcement Section (3HW13)
United States Environmental Protection Agency
841 Chestnut Building
Philadelphia, PA 19107
Telephone: (215) 597-8981.

The absence of the EPA PO from the Site shall not be a cause for the stoppage of work.

VIII. SAMPLING AND ACCESS

33. At the request of EPA, Respondents shall allow split or duplicate samples to be taken by EPA and/or its authorized representatives of any samples collected by Respondents pursuant to the implementation of this Order. Respondents shall notify EPA not less than seventy-two (72) hours in advance of any sample collection activity.

34. In addition to its authority under Section 104 of CERCLA, 42 U.S.C. 9604, EPA and its authorized representatives shall have the authority to enter and freely move about the Site at all reasonable times for the purpose of, inter alia: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of the Respondents in carrying out the terms of this Order; conducting such sampling and tests as EPA deems necessary; and verifying the data submitted to EPA by the Respondents. To the extent practicable, EPA shall coordinate its on-site activities with the Respondents' Project Officer. The Respondents shall permit EPA and its authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which in any way pertains to work undertaken pursuant to this Order, provided however, that nothing herein shall constitute a waiver of documents protected by the attorney-client privilege or the attorney work-product doctrine. EPA reserves such rights as it may have to seek access to such documents and if Respondents withhold such documents they shall provide to EPA an index of

the documents withheld and a statement supporting the claim of privilege or workproduct.

35. All parties with access to the Site pursuant to this paragraph shall comply with all EPA-approved health and safety plans.

36. To the extent that property included in the sampling and removal area is owned or controlled by parties other than the Respondents, the Respondents will use all reasonable efforts to obtain access agreements from the present owners and/or lessees, as appropriate, within twenty (20) days of the effective date of this Order. Such agreements shall provide reasonable access for EPA, Respondents, and their authorized representatives. In the event the Respondents cannot obtain such access agreements within the time designated above, Respondents shall so notify EPA of such failure and the actions taken to obtain access no later than the close of the 20-day period.

IX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

37. The effective date of this Order shall be the date on which a fully executed copy is received by the Respondents.

38. This Order may be amended by mutual agreement of EPA and the Respondents. Such amendments shall be in writing and shall become effective on the date on which a fully executed copy of such amendments are received by the Respondents. Minor changes to the Work Plan and the schedule contained therein may be made by mutual agreement of EPA's and Respondents' POs. Such changes shall become effective at the time of agreement and shall be confirmed by EPA within 5 days by letter.

39. Any reports, plans, specifications, schedules, or other submissions required by this Consent Order, with the exception of site access agreements between the Respondents and third parties, are, upon approval by EPA, incorporated into this Consent Order. Any non-compliance with such EPA-approved reports, plans, specifications, schedules, or other submissions shall be considered non-compliance with the requirements of this Consent Order and will subject the Respondents to the requirements of Section XIII "Stipulated Penalties".

40. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and other writing(s) submitted by the Respondents shall be construed as relieving the Respondents of their obligation to obtain formal approval when required by this Order.

X. QUALITY ASSURANCE

41. The Respondents shall use quality assurance, quality control, and chain of custody procedures in accordance with the "EPA NEIC Policies and Procedures Manual" dated May 1978, revised November 1984, EPA Document 330/9-78-001-R, "Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans," December 1980, QAMS-005/86, and "A Compendium of Superfund Field Operations Methods", December 1987, OSWER Directive 9355-0-14 while conducting all sample collection and analysis activities required by this Order. The Respondents shall consult with EPA in planning for, and prior to, all sampling and analysis required by this Order or the approved Work Plan.

XI. FORCE MAJEURE

42. The Respondents shall notify EPA of any delay or anticipated delay in achieving compliance with the requirements of this Order. Said notification shall be made verbally as soon as possible but not later than two (2) business days after the Respondents become aware of such delay or anticipated delay, and in writing not later than five (5) calendar days after becoming aware of such delay or anticipated delay. The written notification shall state: (a) the nature of the delay; (b) whether and the reason why the delay is beyond the control of the Respondents; (c) the action that has been and will be taken to mitigate, prevent or minimize further delay; (d) the anticipated length of the delay; and (e) a timetable for the action to mitigate, prevent or minimize the delay. The Respondents shall adopt all reasonable measures to avoid or minimize any such delay.

Any delay that results from circumstances beyond the control of the Respondents that cannot be overcome by due diligence shall not be deemed to be a violation of the Respondents' obligations under this Order, nor shall it make the Respondents liable for penalties pursuant to this Order resulting from such a delay. To the extent a delay is caused by circumstances beyond the control of the Respondents and cannot be overcome by due diligence, the schedule affected by the delay shall be modified to account for the delay resulting from such circumstances. Increased costs of performance or changed economic circumstances shall not be considered

circumstances beyond the control of the Respondents.

Failure of the Respondents to comply with the notice requirements of this Section XI shall render this Section XI void and constitute a waiver of the Respondents' right to invoke the benefits of this Section XI with regard to such incident.

In the event that EPA and the Respondents cannot agree that any delay in compliance with the requirements of this Order has been or will be caused by circumstances beyond the reasonable control of the Respondents that cannot be overcome by due diligence, the dispute shall be resolved in accordance with the provisions of the "Dispute Resolution" section, Section XII, of this Order. The Respondents shall have the burden of proving that the delay was caused by circumstances beyond their control which could not have been overcome by the exercise of due diligence, the necessity of the proposed length of the delay, and that the Respondents took all measures to avoid or minimize delay.

XII. DISPUTE RESOLUTION

43. If the Respondents object to any EPA notification of deficiency, disapproval, or other EPA action taken pursuant to this Order, the Respondents shall notify EPA in writing of their objection(s) within fourteen (14) days of receipt of such notification or action. EPA and the Respondents shall have an additional fourteen (14) days from the receipt by EPA of the notification of objection from the Respondents to reach agreement. If agreement cannot be reached on any issue within this fourteen (14) day period, EPA shall provide a

proposed written statement of its decision to the Respondents. Respondents shall then have 7 days to comment on EPA's proposed decision. After review of Respondents' comments, EPA shall issue a written statement of its decision to the Respondents.

XIII. STIPULATED PENALTIES

44. If the Respondents fail to perform any work or submit any reports set forth in this Order or the Work Plan, in the manner and in accordance with the schedule contained therein, the Respondents shall pay into the Hazardous Substances Superfund, within thirty (30) calendar days of receipt of written demand by EPA, the sums set forth below as stipulated penalties. Checks shall specifically reference "The Metro Container Corporation Site" and shall be made payable to the Hazardous Substances Superfund and shall be mailed to:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 360515M
Pittsburgh, PA 15251

A copy of the check and transmittal letter shall be sent to the EPA PO and to the EPA Regional Hearing Clerk (3RC00), EPA Region III, 841 Chestnut Bldg., Philadelphia PA, 19107. Stipulated penalties shall accrue in the amount of \$1,000 per day for the first week or any portion thereof, \$2,000 per day for the next three (3) weeks thereafter or any portion thereof and \$5,000 per day for each week thereafter or any portion thereof during which a violation continues to occur. The stipulated penalties set forth in this Section XIII do not

preclude EPA from pursuing any other remedies or sanctions available to EPA by reason of the Respondents' failure to comply with any of the requirements of this Order. The collection of stipulated penalties for a violation shall be stayed during the pendency of any dispute resolution proceeding concerning such violation under Section XII hereof, except that said penalties shall continue to accrue during this period of time. Upon conclusion of the Dispute Resolution procedures set forth under Section XII, payment of all accrued stipulated penalties shall be due within fourteen (14) calendar days of Respondents' receipt of EPA's written decision.

45. In the event that EPA commences all or a portion of the removal action described by this Consent Order, Respondents shall be released from any further obligation under this Consent Order to complete that portion of the removal action which EPA has commenced to perform. EPA's commencement of all or a portion of the removal action shall not relieve Respondents of any outstanding obligations to pay stipulated penalties for violations of this Consent Order. Stipulated penalties for violations of this Consent Order which have not been corrected as of the date of EPA's commencement of all or a portion of the removal action and which are uncorrectable because of EPA's commencement shall continue to accrue for a period not to exceed 60 days after EPA commences all or a portion of the removal action.

XIV. STATUTORY PENALTIES

46. The Respondents are advised that willful violation or

failure or refusal to comply with this Order, or any portion hereof, may subject the Respondents to a civil penalty of not more than \$25,000 for each day in which such violation occurs or such failure to comply continues, in accordance with Section 106(b) of CERCLA, 42 U.S.C. 9606(b). Failure to comply with the Order, or any portion thereof, without sufficient cause, may also subject the Respondents to liability for punitive damages in an amount of up to three times the amount of any costs incurred by the "Fund", as defined in Section 101(11) of CERCLA, 42 U.S.C. 9601(11), as a result of such failure to take proper action, in accordance with Section 107(c)(3) of CERCLA, 42 U.S.C. 9607(c)(3).

XV. RESERVATION OF RIGHTS

47. Except as expressly provided in this Order, (1) each party reserves all rights and defenses it may have, and (2) nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Order, including the right to seek injunctive relief and the imposition of statutory penalties.

48. As provided by this Order, EPA expressly reserves its right to disapprove of work performed by the Respondents and reserves its right to request that the Respondents perform response actions in addition to those required by this Order if it determines that such actions are necessary. In the event that the Respondents decline to perform such additional actions, EPA reserves the right to (a) order the Respondents to perform the additional work under Section 106 of CERCLA,

42 U.S.C. Section 9606, and/or (b) undertake such actions and seek reimbursement for costs incurred pursuant to Section 107 of CERCLA, 42 U.S.C. 9607. In addition, EPA reserves the right to undertake removal and/or remedial actions at any time that such actions are appropriate under the NCP and seek reimbursement for any costs incurred pursuant to Section 107 of CERCLA, 42 U.S.C. 9607.

XVI. OTHER CLAIMS

49. Nothing in this Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not bound by this Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Site.

50. Each Respondent hereby waives any claim to reimbursement it may have under Section 106(b) of CERCLA, 42 U.S.C. 9606(b).

51. This Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. 9611(a)(2).

XVII. CONSENT

52. The Respondents agree to undertake all actions required by the terms and conditions of this Order, but do not otherwise commit to undertake any other action hereby. The

Respondents consent to and will not contest EPA jurisdiction regarding this Order.

53. Each Respondent agrees to pay its own costs and attorney's fees.

XVIII. REIMBURSEMENT OF PAST RESPONSE COSTS

54. For purposes of this Consent Order, the term "past response costs" shall mean all response costs incurred by EPA in connection with response activities relating to the Site pursuant CERCLA and the NCP as of the effective date of this Consent Order.

55. Within 90 days of the effective date of this Consent Order EPA shall submit to Respondents (a) an accounting of past response costs; (b) a count of all drums received at the Site during the period January 1, 1985 through and including December 31, 1987, and (c) a count of all drums received at the Site during the period January 1, 1985 through and including December 31, 1987 attributable to each Respondent. For purposes of this Consent Order each Respondent's "proportionate share" of past response costs shall be equal to the percentage of drums attributable to such Respondent during the above mentioned period.

56. Within 90 days of Respondents' receipt of the information provided by EPA pursuant to paragraph 55 above, Respondents shall reimburse EPA for past response costs in an amount equal to ten percent (10%) more than Respondents' total proportionate share.

57. Any Respondent executing this Order after the effective

date of this Order as provided in Section XXIV herein shall reimburse EPA for past response costs in an amount equal to ten percent (10%) more than its proportionate share. Any such Respondent shall reimburse EPA said amount within 60 days of its execution of this Consent Order.

58. In the event EPA is reimbursed for more than one hundred percent (100%) of past response costs excluding interest payments, the excess shall be applied to offset Respondents' cost reimbursement obligations set forth in Section XIX immediately below.

59. Payments made pursuant to this Section XVIII shall be made payable to the "Hazardous Substances Superfund", should specifically reference the "Metro Container Corporation Superfund Site" and should be addressed as specified in Section XIII of this Consent Order. Copies of the check and transmittal letter shall be sent to the EPA PO and to the EPA Regional Hearing Clerk (3RC00), EPA Region III, 841 Chestnut Building, Philadelphia, PA 19107.

XIX. REIMBURSEMENT OF COSTS INCURRED WITH
RESPECT TO THIS CONSENT ORDER

60. At the termination of this Consent Order, EPA shall submit to the Respondents an accounting of all response and oversight costs paid by the U.S. Government with respect to this Consent Order. Oversight costs shall consist of all costs paid by EPA, its agents or contractors in connection with EPA's oversight of the work to be done by the Respondents under the terms of this Consent Order. The Respondents shall,

within thirty (30) calendar days of receipt of that accounting, remit a check for the amount of those costs made payable to the Hazardous Substances Superfund. Checks should specifically reference the Site and be addressed as specified in Section XIII of this Order. Copies of the check and transmittal letter shall be sent to the EPA PO and to the EPA Regional Hearing Clerk (3RC00), EPA Region III, 841 Chestnut Building, Philadelphia, PA 19107.

XX. TERMINATION AND SATISFACTION

61. The provisions of this Order shall be deemed satisfied upon Respondents' receipt of written notice from EPA that all of the terms of this Consent Order have been adequately completed to EPA's satisfaction. Respondents may request such a notice from EPA following submission of the final report. Such notice shall not be unreasonably withheld. Notice from EPA as provided in this Section shall constitute a finding that the work has been completed in a manner consistent with the NCP. EPA reserves its right to alter this finding based on information not available at the time this finding was made.

XXI. ADMISSIONS

62. Nothing in this Consent Order, including the Work Plan identified in Section VI hereof, is intended by the parties to be, nor shall it be, an admission of facts or law or determinations, an estoppel, or a waiver of defenses by the Respondents for any purpose, other than the enforcement of this Consent Order, and the Respondents specifically do not

admit any matter of fact or law set forth herein including that the conditions at the Metro Container Corporation Site present an imminent and substantial endangerment to public health, welfare, or the environment, or that such conditions constitute a release or threat of a release of hazardous substances. Participation in this Consent Order by the Respondents is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the contractor in the completion of the work. The terms of this Consent Order, including the Work Plan, shall not be construed more or less favorably for or against any party hereto. This Consent Order shall not be admissible in any proceeding except to enforce the terms of this Order.

XXII. SUBORDINATION OF CLAIMS

63. Any claim which any Respondent may have against any person (other than any other Respondent) for contribution for monies paid to EPA pursuant to this Consent Order as reimbursement for past response costs (as defined herein) shall be subordinated to any claim which EPA may have against such other person for recovery of any such past response costs not paid or payable by Respondents pursuant to this Consent Order.

The term "past response costs" as used in this paragraph 63 shall mean all response costs incurred by EPA in connection with response activities relating to the Site pursuant to CERCLA and the NCP as of the effective date of this Consent Order.

XXIII. ADDITIONAL RESPONDENTS

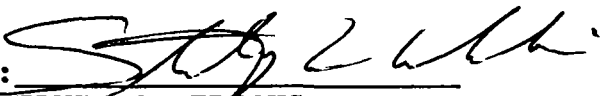
64. The parties understand that this Order may be amended by the inclusion of additional Respondents after the effective date of this Consent Order. Such amendment shall be accomplished by submission of a signature page executed by the additional Respondent(s) and a representative of the original Respondents to the EPA representative listed in paragraph 32 of Section VII of this Order, and shall become effective upon Respondent's receipt of a letter from EPA acknowledging receipt of the new signature page and a revised caption listing the additional Respondent(s).

65. Respondents included after the effective date of this Consent Order as provided by paragraph 64 immediately above shall become immediately subject to all the terms and conditions of this Consent Order including, but not limited to, the obligation to pay for past response costs as provided by paragraph 57 of Section XVIII of this Order.

66. For purposes of this Consent Order, the term "original Respondents" means Arco Chemical Company, BP Oil Inc., Mobil Oil Corp., Sun Refining and Marketing Co., and E.I. du Pont de Nemours & Co.

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: 6-16-89 BY: 
EDWIN B. ERICKSON
REGIONAL ADMINISTRATOR
EPA, REGION III

DATE: May 25, 1988

Mr. GELB *in file by [unclear]* DTN
PRINT NAME:
TITLE: Vice President Research & Engineering
COMPANY: Allen Chemical

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE: _____

BY: _____
STANLEY L. LASKOWSKI
ACTING REGIONAL ADMINISTRATOR
EPA, REGION III

RESPONDENT

DATE: April 17, 1989

BY: R. J. Brenner
Name (Signed)
R. J. BRENNER
Name (Print or Type)
MGR. SUPERFUND RESPONSE
Title MOBIL OIL CORP.

MAY 19 1989

H.M. YARBINEE

DOCKET NO: III-89-11-DC

May 16, 1989
DATE:

Malcolm E. Flint
PRINT NAME: Malcolm E. Flint
TITLE: Refinery Manager
COMPANY: Sun Refining & Marketing
Co.

April 7, 1989
DATE:

August T. Gentilucci
PRINT NAME: AUGUST T. GENTILUCCI
TITLE: PRODUCTION MANAGER
COMPANY: E.I.DU PONT DE NEMOURS & CO.
CHEMICALS & PIGMENTS DEPT.

April 11, 1989
DATE:

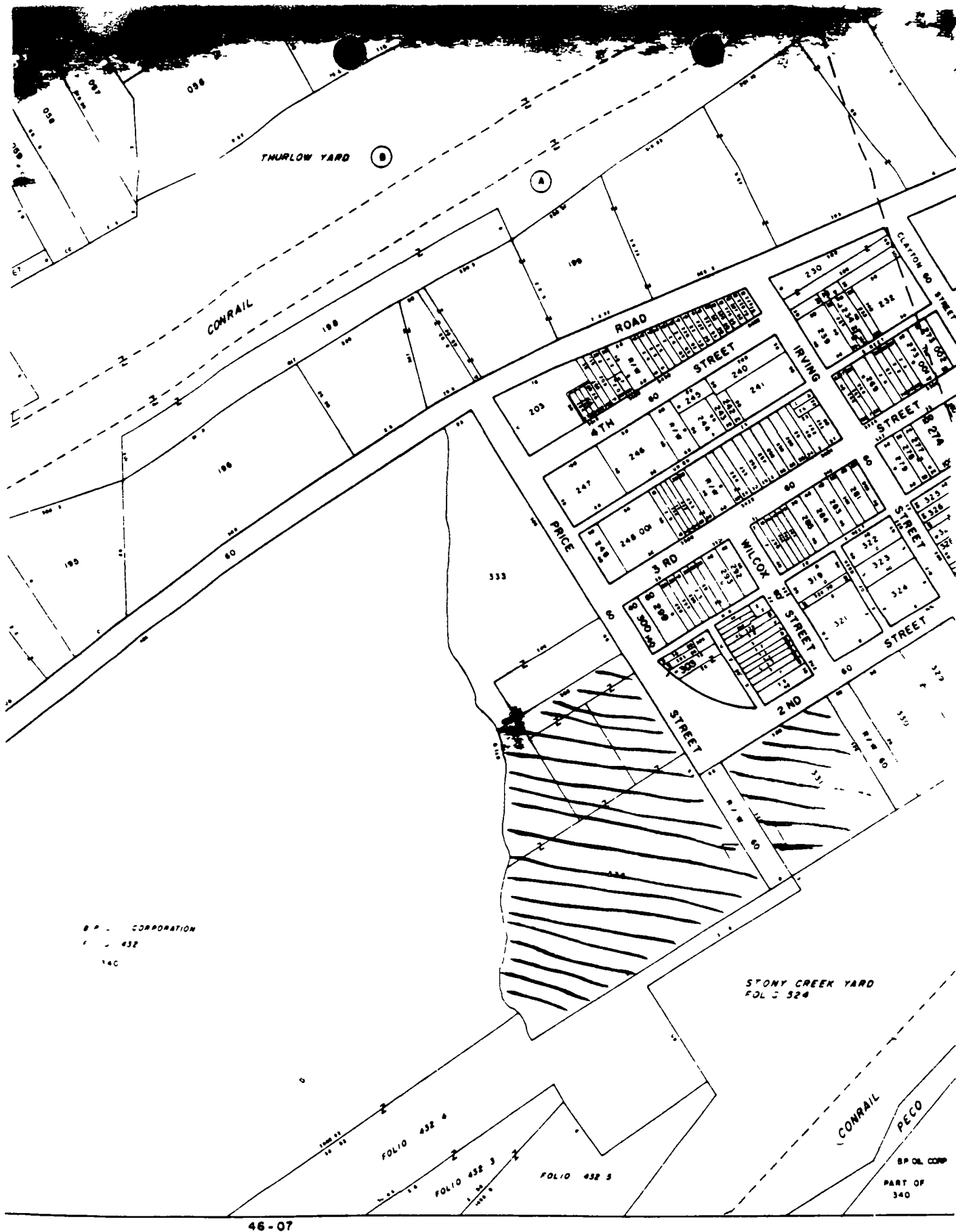
Gerald B. Faigle, Jr.
PRINT NAME: GERALD B. FAIGLE, JR.
TITLE: PRODUCTION MANAGER
MANUFACTURING DIVISION
COMPANY: E I DU PONT DE NEMOURS & CO.
IMAGING SYSTEMS DEPT

April 13, 1989
DATE:

Joseph T. Mazzeo
PRINT NAME: JOSEPH T. MAZZEO
TITLE: SITE MANAGER
COMPANY: E. I. DU PONT DE NEMOURS & CO
CENTRAL RESEARCH & DEVELOPMEN

Appendix 1

SITE MAPS



DELAWARE COUNTY BOARD OF ASSESSMENT APPEALS

SCALE 1" = 200'

Delaware County - Trainer Borough

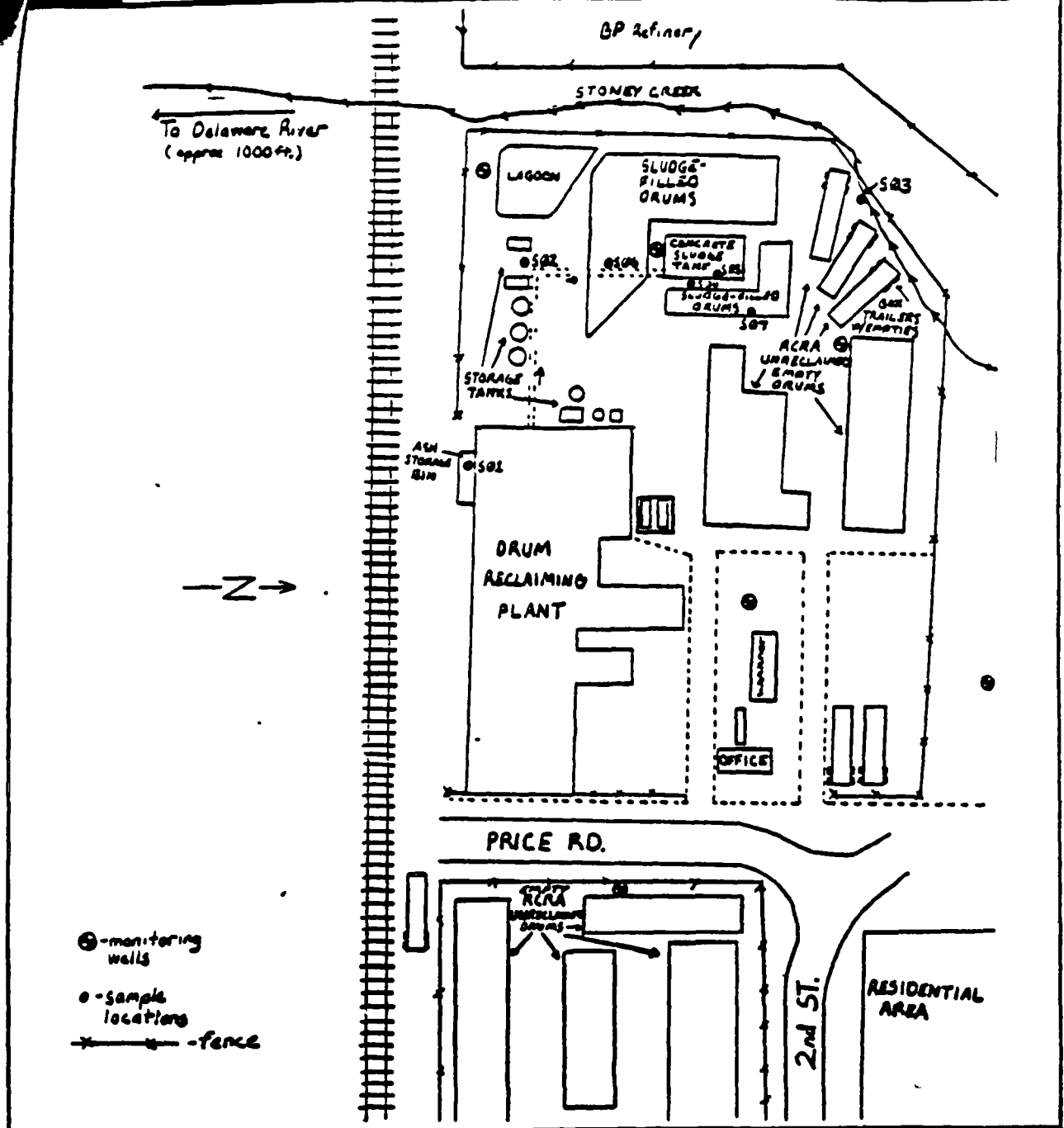
MAP NO. 46



WESTON · SPER

TDO Number:

PCS Number: 1778



Metro Container Corporation
Site Sketch
.. 12/29/87

Not to Scale

Appendix 2

ANALYTICAL DATA

Table 1-Metro Container, Emergency Assessment Sampling Results

Sample S01- Ash pile south of Treatment Plant

<u>Metals</u>	<u>Concentration (ppm)</u>
Barium	2.47
Cadmium	0.91
Chromium	0.49
Lead	19.00
Pesticides/herbicides	Less than detection limits
Corrosivity (pH)	8.55
Ignitable	No
Reactive-HCN	No
H2S	No

Sample S02- Liquid/sludge, east of hydrochloric acid tanks

<u>Metals</u>	<u>Concentration (ppm)</u>
Copper	16.18
Lead	82.70
Zinc	88.50
Cyanide	1.36
Total Phenolics	6.76
<u>Volatiles</u>	<u>Concentration (ppb)</u>
Methylene Chloride	12,000
1,2-dichloroethane	37,000
1,1,1-trichloroethane	35,000
Carbon tetrachloride	5,300
Trichloroethylene	7,700
Tetrachloroethylene	6,600
Toluene	93,000
<u>Base Neutrals</u>	
1,2-dichlorobenzene	18,000
naphthalene	120,000
di-n-butyl phthalate	94,000
butyl benzyl phthalate	140,000
bis (2-ethyl hexy) phthalate	660,000
Acid Extractables	Not detected
Pesticides/PCB's	Not detected

Table 1 cont'd

Sample S03- Liquid, former discharge point into Stoney Creek

	<u>Concentration (ppm)</u>
Metals	Not detected
Cyanide	Not tested
Total phenolics	Not tested
Volatiles and base neutrals	Not tested
Acid Extractables	Not tested
Pesticides/PCB's	Not tested

Sample S04- Sludge-leaking drum area east of lagoon

<u>Metals</u>	<u>Concentration (ppm)</u>
	Not detected

<u>Volatile organics</u>	<u>Concentration (ppb)</u>
Methylene Chloride	270
Toluene	3
2-propanone (tentative)	22

Base Neutrals

bis (2-ethyl hexyl) phthalate	970
Acid Extractables	Not detected
Pesticides/PCB's	Not detected

Table 1-cont'd

*Sample S05- Sludge, cement lagoon

<u>Metals</u>	<u>Concentration (ppm)</u>
Cadmium	7.18
Chromium	51.80
Copper	31.30
Lead	319.00
Mercury	0.20
Nickel	9.60
Zinc	228.00

Cyanide 2.02

Total phenolics 13.90

<u>Volatile organics</u>	<u>Concentration (ppb)</u>
Methylene chloride	8,500
1,2-dichloroethane	5,100
1,1,1-trichloroethane	19,000
Carbon tetrachloride	2,100
Trichloroethylene	4,300
Tetrachloroethylene	22,000
Toluene	180,000

<u>Base Neutrals</u>	
1,2-dichlorobenzene	67,000
naphthalene	98,000
di-n-butyl phthalate	150,000
bis(2-ethyl hexyl) phthalate	850,000

<u>Acid Extractables</u>	
Phenol	29,000

Pesticides/PCB's Not detected

*Note: This sample is currently being tested for flashpoint

File 1-cont'd

*Sample S06- Drum sludge, south of lagoon

<u>Metals</u>	<u>Concentration (ppm)</u>
Arsenic	0.93
Cadmium	3.57
Chromium	24.30
Copper	36.50
Lead	345.00
Mercury	0.63
Nickel	11.20
Zinc	549.00

Cyanide	37.40
---------	-------

Total phenolics	14.50
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<u>Volatile organics</u>	<u>Concentration (ppb)</u>
Methylene chloride	1,300
1,2-dichloroethane	1,900
1,1,1-trichloroethane	470
Trichloroethylene	320
Tetrachloroethylene	410
Toluene	9,500
Ethyl benzene	2,000

<u>Base Neutrals</u>	
Naphthalene	48,000
di-n-butyl phthalate	52,000

Acid Extractables	Not detected
-------------------	--------------

Pesticides/PCB's	Not detected
------------------	--------------

1-cont'd

*Sample S07- Drum sludge, east of lagoon

<u>Metals</u>	<u>Concentration (ppm)</u>
Copper	1.83
Lead	7.70
Mercury	0.06
Zinc	6.72

Cyanide 2.21

Total phenolics 12.00

<u>Volatile organics</u>	<u>Concentration (ppb)</u>
Methylene chloride	1,600
1,2-dichloroethane	1,900
1,1,1-trichloroethane	540
Trichloroethylene	200
Tetrachloroethylene	190
Toluene	6,900
Ethyl benzene	860
Butane (tentative)	1,100

<u>Base Neutrals</u>	
1,2-dichlorobenzene	79
Isophorone	5,100
Naphthalene	1,100
di-n-butyl phthalate	330
bis (2-ethyl hexyl) phthalate	1,400

<u>Acid Extractables</u>	
Phenol	17,000
2,4-dimethylphenol	830

Pesticides/PCB's Not detected

Appendix 3

HEALTH DATA

Carbon Tetrachloride; CASRN 56-23-5

EPA considers carbon tetrachloride a B2 probable human carcinogen. This means that the Agency has high-quality information that this chemical causes cancer in animals, but that human data are limited or lacking. Carbon tetrachloride has produced liver cancers in all animal species evaluated, including rats, mice, and hamsters. The cancer-causing mechanism appears to be cell death and regeneration, leading to development of the same tumor type in all species studied. There have been three case reports of liver tumors developing in humans exposed to carbon tetrachloride. Several studies of workers who may have used carbon tetrachloride have suggested that these workers may have an excess risk of cancer.

The target organ for non-cancer effects is also the liver. Carbon tetrachloride exposure to animals results in liver lesions, as evidenced by mild centrilobular vacuolization, significant changes in serum enzyme levels, and liver cell death. Reported non-cancer effects in humans who inhaled carbon tetrachloride include severely restricted visual fields, reduced corneal sensitivity, and changes in several blood parameters. Available evidence suggests that use of alcohol and barbiturates exacerbates the toxic effects of carbon tetrachloride.

Dichloromethane (DCM, methylene chloride); CASRN 75-09-2

EPA considers DCM a B2 probable human carcinogen. This means the Agency has high-quality evidence that this chemical causes cancer in animals, but that human data are limited or lacking. Several animal species exposed to DCM orally and by inhalation showed increased incidence of lung, liver, mammary, and salivary cancers. DCM also causes mutations in bacteria, mitotic recombination in yeast cells, and transformation of rat embryo cells. Human data for DCM are not adequate to evaluate carcinogenicity. Neither of two available studies of chemical factory workers exposed to DCM showed an excess of cancers. However, the effectiveness of these studies was limited by low exposures and short study periods.

Humans who inhaled DCM experienced decreased visual and auditory functions and impaired psychomotor skills. Primates exposed to higher doses suffered decreased blood pressure and increased heart rate, depression, anesthesia, coma, and death. Non-cancer effects in long-term animal studies include liver and kidney effects, such as vacuolization and fatty changes in liver cells and kidney tubule degeneration.

DCM is readily absorbed through the lungs and gastrointestinal tract. Dermal absorption also occurs, but at a slower rate.

Lead; CASRN 7439-92-1

Lead is an environmental contaminant of great concern. Humans are exposed to lead ~~by~~ primarily by inhalation and ingestion, and to a lesser extent by dermal absorption. Inhaled lead is mostly absorbed through the lungs. Humans ingest lead in food and beverages, and by swallowing lead cleared from the lungs. Children receive additional lead exposure by ingesting dirt, dust, and paint chips.

The toxic effects in humans of greatest concern are neurological damage, decreased IQ, elevated hearing threshold, and retarded growth in children, and elevation of blood pressure in middle-aged men. Similar effects have been observed in animal studies. By comparison to other environmental toxicants, uncertainty about the health effects of lead is low. It appears that some of these effects, particularly changes in the levels of certain blood enzymes and in aspects of children's neurobehavioral development, may occur at blood lead levels so low as to be essentially without a threshold.

EPA also considers lead a B2 probable human carcinogen. This means the Agency has high-quality evidence that lead causes cancer in animals, but that human data are limited or lacking. Ten rat studies and one mouse study have shown statistically significant increases in kidney tumors with dietary and subcutaneous exposure to soluble lead salts. These results have been reproduced in several laboratories, and in multiple rat strains. Lead compounds are also capable of inducing chromosomal aberrations *in vivo* and in tissue cultures. Lead has been shown, in a number of DNA structure and function assays, to affect the molecular processes associated with the regulation of gene expression.

Of four human cancer studies, one reported increased stomach and lung cancer, two found no increase in cancer rate, and one reported a decrease. All four studies were compromised by lack of doses and information on smoking, and concurrent exposure to other metals such as arsenic, cadmium, and zinc. The available human evidence is considered inadequate.

Tetrachloroethylene (perchloroethylene, PCE); CASRN 127-18-4

EPA considers PCE a Class B2 probable human carcinogen. This means the Agency has some information suggesting PCE causes cancer in animals, but that human data are limited or lacking. Long-term PCE inhalation studies with animals produced leukemia in rats and liver cancer in mice, oral exposure also produced liver cancer in mice. Human cancer data suggest an increased cancer rate with PCE exposure, but studies are compromised by exposure to other chemicals. EPA is presently considering downgrading PCE to Class C (possible human carcinogen) based on the weakness of the evidence.

Non-cancer effects caused by PCE in animals include neurological depression, increased liver weight/body weight ratios, decreased body weight, increased liver triglycerides, decreased DNA content of cells, altered liver enzyme activity, necrosis, degeneration and polyploidy. The only toxic effect documented in humans is olfactory desensitization.

Trichloroethylene (TCE); CASRN 79-01-6

EPA considers TCE a Class B2 probable human carcinogen. This means the Agency has high-quality evidence that this chemical causes cancer in animals, but that human data are limited or lacking. The classification is based on tumors reported in two strains of mice exposed to TCE by two routes, and in male rats exposed orally. Of five available human studies, four found no excess cancer risk associated with trichloroethylene exposure. The fifth study reported an association between TCE exposure and malignant lymphoma, but the study had various limitations. TCE produces mutations and unscheduled DNA synthesis in bacteria and mouse cells, evidence which supports the B2 classification.

TCE also affects bone marrow, central nervous system, liver, and kidney in animals and humans. Non-cancer effects include narcosis, enlargement of liver and kidney with accompanying enzyme changes, depressed heme synthesis, and immunosuppression.

Inhaled or ingested TCE is readily absorbed, but TCE is poorly absorbed through the skin.

Appendix 4

SCOPE OF WORK

METRO CONTAINER

SCOPE OF WORK

The tasks set forth below are intended to address those aspects of the Metro Container site which represent a threat to public health by way of direct contact. Groundwater considerations are addressed to the extent that surface activities remove the potential for contamination. As used throughout this Scope of Work, the terms "disposal" and "dispose" refer to removal from the site and disposal in accordance with applicable federal and state regulations.

The proposed tasks are as follows:

1. Drain the concrete tank (lagoon) and secondary containment area around the tank of all waste materials and cut and plug all piping and drain connections to the tank. Clean the tank and line with an impervious membrane. Fill the tank with an appropriate material (soil, sand, etc.), cap with clay and/or an impervious membrane, and cover with top soil and vegetation. Dispose of all liquids and sludges.
2. All drums on site will be visually inspected to determine both the nature and composition of the contents. This includes both the drums which are currently assumed to contain waste sludges and those assumed to be empty. This also includes all the drums in the drum recycling plant and loading dock, which will be relocated from the building to the west

side of the property and handled in the same manner as the other drums currently on the site.

All RCRA empty drums, determined by the visual inspection, will be removed from the site and properly disposed or recycled.

Those drums which contain waste materials will be sampled using a statistically based random sampling plan. The samples will be analyzed for screening parameters to determine the nature of the waste, hazardous characteristics and compatibility for bulking. Compatible materials will be bulked, and all wastes and drums will be disposed.

3. All of the storage tanks and roll-off containers on site will be sampled and the contents analyzed for screening parameters. Compatible materials from the tanks will be bulked, and all materials will be disposed or recycled. The tanks will be emptied, cleaned, dismantled and removed from the site for disposal or recycling. Any rinsate generated will be disposed. The roll-off containers will be removed for disposal of their contents. The storage tanks include both those tanks containing sludge and those containing the raw materials for the drum cleaning process (acid, caustic, fuel oil, etc.).

4. The insulation on all externally insulated tanks will be sampled and analyzed for asbestos. Any insulation containing asbestos will be properly removed and disposed.
5. All pooled liquids in the tank containment areas and in the drum storage areas will be disposed.
6. All visibly contaminated or stained soil will be scraped and disposed. EPA will confirm the extent of contaminated soil by visual inspection. To prevent erosion and runoff, the remaining soil will be graded and topped with an appropriate cover material (e.g., vegetation).
7. After the grading is complete but before vegetation, the following sampling will be performed:

Composite samples. Ten composite surface samples will be collected and sent to a qualified contractor laboratory and analyzed for arsenic, lead, chromium, zinc and acid extractable organics. The grid on the attached site map shows the approximate location of the ten composite samples.

Core samples. Three core borings to a maximum depth of 3 feet will be obtained. The approximate locations of the three core borings have been identified with an "*" on the attached site map. These core borings will be sent to the

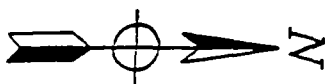
same laboratory as the composite samples and will be analyzed for purgible volatile organics in addition to the analyses performed on the composite samples.

Stream samples. Three samples will be taken from Stoney Creek. The approximate sample locations have been identified on the attached site map with a circled number. The stream samples will consist of a water and a sediment sample. These six stream samples will be sent to the same laboratory and analyzed for the same parameters as the core samples.

DELAWARE RIVER
(APPROXIMATELY
1600' TO SOUTH)

B.P. REFINERY

STONEY CREEK



EXPLANATION:



APPROXIMATE AREA
COVERED BY "RCRA
EMPTY DRUMS"



INCINERATOR ASH
PILE



APPROXIMATE AREA
COVERED BY SLUDGE
FILLED DRUMS



APPROXIMATE LOCATION
OF FORMER WASTE
WATER LAGOON



APPROXIMATE LOCATION
OF SLUDGE FILLED
ABOVE GROUND
STORAGE TANK



WASTE WATER
TREATMENT FACILITY



APPROXIMATE LOCATION
OF PROCESS CHEMICAL
STORAGE TANK



APPROXIMATE LOCATION
OF TWO 10,000 GAL.
No.5 FUEL OIL ABOVE
GROUND STORAGE TANK



NORTHEASTERN PORTION
OF SITE (VARIOUS
STACKS OF RCRA
EMPTY DRUMS)

STONEY CREEK



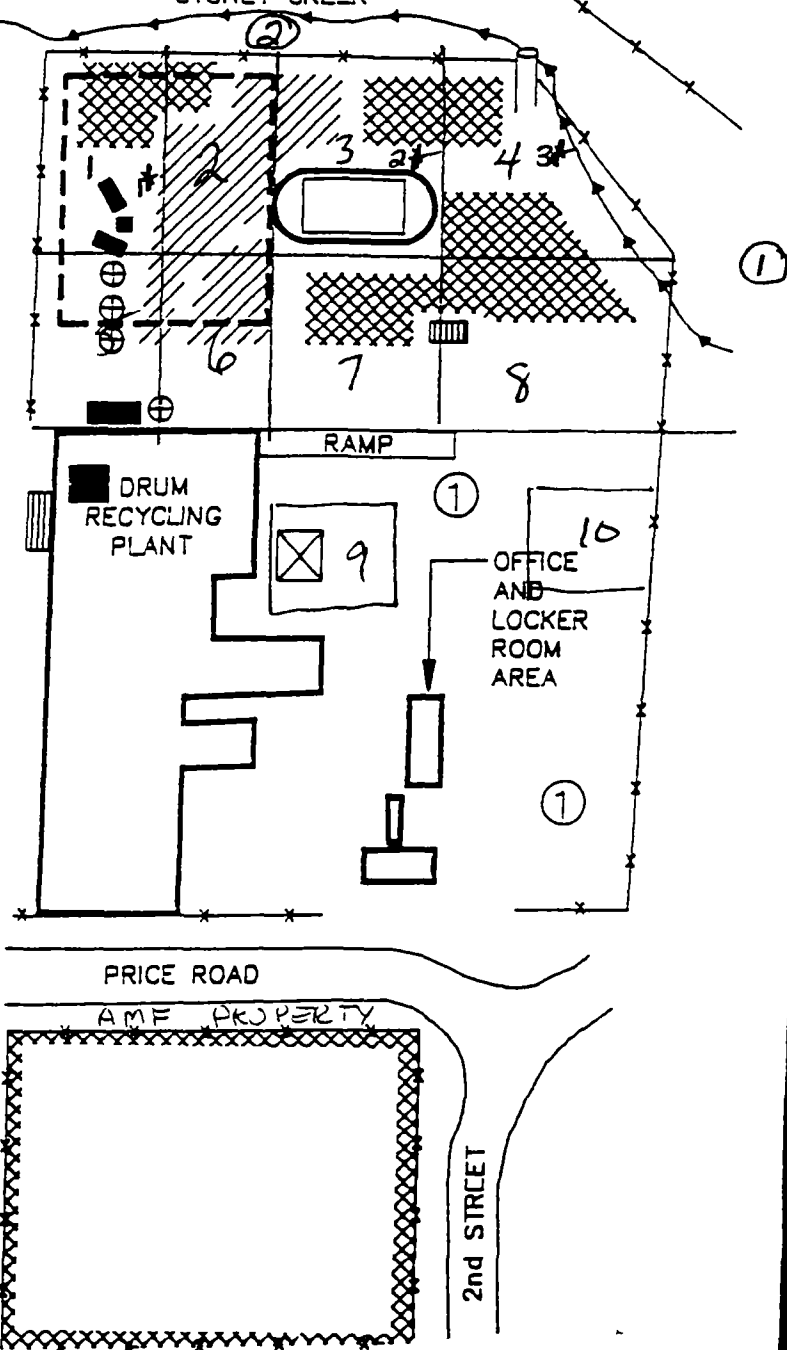
APPROXIMATE LOCATION
OF 230,000 GAL. CONCRETE
HOLDING TANK WITH BERMS



APPROXIMATE LOCATION
OF 14" PVC OUTFALL PIPE

NOTE

AREA OF SITE = 10.8 ACRES



TITLE

SITE MAP

PROJECT

METRO CONTAINER CORPORATION
TRAINER, PENNSYLVANIA



Dames & Moore
WILLOW GROVE, PENNSYLVANIA

SCALE

NTS

DWN BY

EMM

JOB NO.

17505-002

DATE

9/29/88

APPR. BY

DJC

FIG. NO.

1

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	In Proceedings For A
	:	Reorganization Under
METRO CONTAINER CORP.	:	Chapter 11
	:	
Debtor.	:	
	:	CASE NO. 87-521
	:	

STIPULATION AND ORDER

The Metro Container PRP Group (whose names and addresses appear on Exhibit "A" attached hereto and who are collectively hereinafter referred to as the "PRPs"), by and through its counsel, Saul, Ewing, Remick & Saul, Metro Container Corp. ("Metro"), by and through its counsel, Young, Conaway, Stargatt & Taylor, and Wilmington Trust Company ("WTC"), by and through its counsel, Montgomery, McCracken, Walker & Rhoads, hereby submit this Stipulation and Order for approval of the Bankruptcy Court ("Court") so that the PRPs may enter into an Administrative Order on Consent ("Consent Order") with the Environmental Protection Agency ("EPA") which Consent Order will obligate the PRPs to perform certain removal actions at Metro's real property. In support of this Stipulation, the parties hereto respectfully represent as follows:

1. Metro filed a chapter 11 petition on December 7, 1987;

2. Metro filed an amended plan of reorganization ("Plan") on August 29, 1988, which Plan was confirmed by Order of the Court dated September 23, 1988;

3. The Plan was a liquidating plan which provided, inter alia, that all real property owned by Metro would remain property of the estate and be held in trust for the benefit of the creditors and interest holders of the estate as their interests may appear;

4. Metro is the owner of real property located at West Second Street and Price Road, Trainor, Delaware County, Pennsylvania (the "Metro Site");

5. As consideration for various loans made by WTC to Metro prior to Metro's bankruptcy, Metro granted to WTC mortgages in the Metro Site;

6. The EPA conducted an inspection of the Metro Site in December, 1987 and subsequently determined that the site was contaminated by various substances which are hazardous substances ("Hazardous Substances") within the meaning of Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14);

7. In 1989 the PRPs negotiated with EPA a Consent Order requiring the performance of certain tasks to alleviate the threat presented by the Metro Site;

8. With preservation of all of their respective rights and remedies, and without admitting to any liability with respect to the Metro Site, the parties hereto acknowledge that the PRPs are qualified to perform the tasks set forth in the Consent Order, and Metro and WTC are willing to allow the PRPs to perform such tasks;

9. In order for the PRPs to perform such tasks, they will require, inter alia, the following: (a) free and unlimited access to the Metro Site; (b) free and unlimited use of the Metro Site; (c) free and unlimited use of the buildings on the Metro Site; (d) free and unlimited use of the utilities available on the Metro Site; and (e) free and unlimited use of Metro's EPA Identification Number for use in shipping any hazardous wastes; and

10. The Consent Order involves the removal of various drums, tanks, containers and other personal property, excluding, however, all books, records and other documents belonging to Metro or Metro Enterprise Container Corp., (collectively hereinafter referred to as "Personal Property") now located on the Metro Site. Portions of the Personal Property may be recycled as

defined in 40 CFR §261.1(c), which could produce a modest offset to the cost of complying with the Consent Order that will otherwise be incurred initially by the PRPs.

NOW, THEREFORE, the PRPs, Metro and WTC, by and through their undersigned attorneys, hereby stipulate and agree as follows if the Bankruptcy Court so Approves and Orders:

A. The PRPs may enter into a Consent Order in form and substance similar to the document attached hereto as Exhibit "B";

B. The PRPs may begin to perform the tasks required by the Consent Order promptly subsequent to the approval of the Consent Order by the EPA and the Approval and Order of this Stipulation by the Court;

C. The PRPs and their designated agents, workmen, employees, servants, contractors and subcontractors shall be permitted free and unlimited access and use of: (i) the Metro Site; (ii) all buildings and facilities on the Metro Site; (iii) all utilities on the Metro Site, provided, however, that the PRPs shall be responsible for all utility and similar charges directly attributable to their use of the Metro Site; and (iv) Metro's EPA Identification Number for use in shipping any hazardous wastes

provided that the PRPs shall comply with all recordkeeping and reporting requirements as a result of such use;

D. The PRPs and their designated agents, workmen, employees, servants, contractors and subcontractors shall, subject to the limitations set forth hereinbelow in paragraph "E", permit Metro and its designated officers, employees and agents free and unlimited access and use of: (i) the Metro Site; (ii) all buildings and facilities on the Metro Site; (iii) all utilities on the Metro Site, except that the PRPs shall not be responsible for any utility or similar charges directly attributable to the use of the Metro Site by Metro or its designated officers, employees, and agents; and (iv) all books, records and other documents of Metro, Metro Enterprise Container Corp. on their assigns located on the Metro Site;

E. The access and use contemplated above in paragraph "D" by Metro and its designated officers, employees and agents shall be limited by the following restrictions: (i) Metro will provide the PRPs with a list of all persons whom it designates as officers, employees and agents (collectively hereinafter "Designated Persons") who may be permitted access and use of the Metro Site; (ii) before being permitted access to the Metro Site, and on each occasion such access is requested, the Designated Person(s) seeking access must report to, and sign in at, the PRPs office on the Metro Site; (iii) access to Designated Persons to

areas on the Metro Site which are deemed by the PRPs, in their reasonable judgment, to be contaminated areas ("Contaminated Areas") will be restricted to Designated Persons who comply with all federal, state and local statutes, laws, ordinances and regulations, including but not limited to those set forth in 29 CFR §1910.120, with respect to any required health, safety and training requirements for access to such Contaminated Areas;

F. The PRPs and their designated agents, workmen, employees, servants, contractors and subcontractors shall be permitted, without further Order of this Court, to perform whatever work on the Metro Site is necessary to comply with the Consent Order including, but not limited to, the disposal or recycling of any Personal Property remaining on the Metro Site. The benefit to the PRPs, if any, of the recycling of any Personal Property shall offset expenses incurred by the PRPs in complying with the Consent Order;

G. The PRPs preserve their rights to review and/or obtain, at their expense, copies of any or all of the books, records or other documents belonging to Metro or Metro Enterprise Container Corp; and

H. This Stipulation shall in no way be construed to set forth or establish the liability or respective liability among the parties hereto, or any other party, in connection with the Metro Site provided, however, that the PRPs agree to indemnify, defend and hold harmless Metro and Metro Enterprise Container Corp. for any liability charged against and any damages incurred by Metro and Metro Enterprise Container Corp. arising from any conduct or failure to act by the PRPs in connection with the cleanup actions contemplated herein at the Metro Site.

Respectfully submitted,

Dated: May __, 1989

SAUL, EWING, REMICK & SAUL

By: _____

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Attorneys for The Metro
Container PRP Group

Dated: May ___, 1989

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Attorneys for the Debtor,
Metro Container Corp.

Dated: May ___, 1989

MONTGOMERY, MCCrackEN, WALKER &
RHOADS

By: _____

Baldo M. Carnecchia, Jr., Esquire
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(215) 563-0650

Attorneys for Wilmington
Trust Company

Approved and Ordered this
___ day of ___, 1989

Helen S. Balick, Bankruptcy Judge